

## REMARKS

This amendment is responsive to the Office Action mailed on April 22, 2004. Claims 1-48 were presented for examination and were rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. patent 5,621,892 to Cook, (hereinafter "Cook"). Claim 5 has been amended to remove the word "said" at a particular location in the claim as that particular usage was inappropriate. Claim 43 has been amended to correct for a typographical error. No other claims are amended. Claims 1-48 remain pending. Claims, 1, 5, 9, 15, 17, 25, 29, 33, 39, and 41 are independent claims. The specification has been amended to correct for minor typographical errors that were found in three separate paragraphs. No new matter is added thereby. The rejection is respectfully traversed for the following reasons:

Preliminarily, it is noted that this rejection may be improper. A patent reference relied upon in a 35 U.S.C. § 102(e) rejection normally has an issue date which is less than one year prior to, or later than, the filing date of the patent application against which it is being applied. But, in this instance, Cook has an issue date which is *more than one year before* the filing date of the instant application. Thus, it appears that the Examiner may have intended to rely upon 35 U.S.C. § 102(b), but inadvertently substituted § 102(e)? In any event, Applicants shall respond as if the rejection were properly made under 35 U.S.C. § 102(b), to facilitate advancement of the prosecution of this application, where substantive argumentation advanced hereinbelow would be essentially the same in either case. However, before considering the claims, consider major differences between the teachings of Cook and Applicants' disclosure.

A primary difference is the singular, central location where a template is stored in Cook versus where templates can be stored by Applicants in all of its nodes. In Cook, a centralized architecture is described where Cook's template is resident on a single, central server 214 (Fig. 2). Nodes in the network send alerts or event notifications to the single server which determines which application (email/fax, etc.) to launch. By contrast in Applicants' disclosure, a distributed architecture is described where Applicants' templates can be distributed on all nodes, and a method is described for resolving any conflicts in the network where multiple nodes have a template of the same name but have different contents. Cook does not discuss anything about the subject of resolving conflicts between templates because it does not distribute its template and therefore the problem being solved by Applicants does not even exist in Cook.

Applicants' disclosure relates to ambiguity-purging and template-conflict resolution in computer network events-notification (title). Applicants define a template as "a software object or container which holds data structures, commands, and other binary information, and which is capable of user manipulation or configuration at the location of the user interface." (application, page 9, lines 4-7). Applicants' disclosure states that "Additional challenge is presented in the events-notification arena by pre-existing network state conditions wherein *portions of a client's database contain data in conflict with other data contained in portions of one or more of its servers' databases.*" (application page 4, lines 11-14, emphasis added). Applicants' summary of the invention discloses, *interalia*, "...template software objects of event-errors of interest are created at the user interface and deployed to the servers' databases, while at the same time ensuring that any pre-existing server-database template objects and identically-named

*template objects contain identical object data.*” (application, page 5, lines 2-5, emphasis added). Thus, Applicants’ disclosed subject matter relates, at least in part, to “template-calibration or template-synchronization or template ambiguity purging...” to “...ensure against multiple templates with the same name having different contents, which, if not corrected are erroneous conditions which can negatively impact operation of the events-notification scheme” (application, page 18, lines 10-14).

By contrast, Cook discloses “methods and apparatus for managing alerts and events in a networked computer system” (title). Cook defines “event” as “any of a variety of synchronous or asynchronous occurrences or conditions that are of significance to a computer system or user.” (column 1, lines 20-22). Cook defines “alerts” as asynchronous events (column 1, lines 25-26). Cook continues “it is desirable to have a flexible event manager that can easily be reconfigured for handling new events if new hardware or software functionality is added to the computer. Prior art systems have been unable to provide this flexibility.” (column 1, lines 62-65, emphasis added). Cook may suggest that it achieves this flexibility at least because of its event management software: “Using a previously configured alert map with mapper and scheduler, the event management software dispatches service providers in response to the alerts received across the network or in response to the expiration of a timed event. The service provider dispatched by the event management software may be any of a wide variety of services including a facsimile device, printing devices, electronic mail functionality, pager devices, or other devices coupled directly to network” (column 2, lines 9-18, emphasis added). Cook mentions “template” but the term is used differently from Applicants’ usage, as Cook’s template is different from Applicants’ template. In Cook, the term

“template” is used in connection with “opaque object” as an “opaque object template”, where the opaque object is built from its opaque object template (column 6, lines 33-34). This cite relates to Cook’s Fig. 5 which depicts event management software 222 executing within server 214. Thus the opaque object is built in central server 214. Clearly, this is not Applicants’ template of “event errors of interest” created at the user interface. Notwithstanding Cook’s usage of the term “template”, Cook’s essential purpose is to achieve its goal of flexibility evidenced by at least dispatching a service provider that may be any of a wide variety of services.

In comparing the two disclosures, one can readily see that their purposes are different and, aside from both falling within the category of “events notification”, really have very little in common. Applicants disclose a method for synchronization of data stored in particular client-based templates with data stored in particular server-based templates, where those particular templates happen to have the same name. But, by contrast, Cook relates primarily to striving for flexibility in providing a wide variety of services responsive to a wide variety of alerts where its template is resident solely on a central server which determines which application (email, fax, etc.) to launch responsive to alerts/event notifications received from the other nodes in the network. Keeping in mind this obvious divergence in objectives between Cook’s and Applicants’ disclosures, consider the claims.

**CLAIMS 1, 5, 25, and 29.**

The Examiner rejects independent claims 1, 5, 25 and 29 as a group under 35 U.S.C. 102(e). Claim 1 recites, *inter-alia*:

“said at least one client ensuring that any pre-existing said server database template objects and any of said plurality of template objects which are identically-named contain identical object data”.

The claim also recites that the “plurality of template objects” are created by the client and stored in the client’s database (and are therefore the client’s template objects). Thus, the above-quoted passage from claim 1 indicates that the client ensures that the server’s template objects and the client’s template objects which have the same name shall contain identical object data. Against this particular claim language the Examiner cites three passages in Cook: column 3, lines 60-67, column 4, lines 20-30, and column 6, lines 26-53. Applicants consider each passage in turn:

“In the preferred embodiment, a server computer 214 coupled to a network 210 contains the event management software 222. The event management software 222 is responsible for receiving alerts sent by other computers or nodes 212, coupled to network 210. Using a previously configured alert map of mapper 224 and scheduler 226, event management software 222 dispatches service providers 240 in response to the alerts received...”.  
(column 3, lines 60-67).

This passage merely indicates that the event management software, which is located in the server, receives alerts from nodes coupled to the network and uses a map and scheduler to select a particular service provider or service providers (fax, email, etc.) in response to the alerts received. It says absolutely nothing about templates, much less client and server based templates, much less the client ensuring that “any pre-existing said server database template objects and any of said plurality of template objects which are identically-named contain identical object data” as recited in claim 1. Consider the next cited passage:

“In fact, one of computers 212 could be configured to act as a management console 255. Management console 255 executes a portion of software of the preferred embodiment which is used to configure portions

of event management apparatus 222. Specifically, configuration software executing on console 255 is used to create, update, and view mappings between alerts and service providers as stored and maintained in mapper 224. The console 255 configuration software also provides means to display a listing or graphical representation of previously configured or logged alerts.” (column 4, lines 20-30)

This passage merely indicates that one of the computers 212 (Fig. 2) could be configured as management console 255, ostensibly the client. The management console (either a reconfigured computer 212 or 255) executes software which creates, updates and permits viewing of mappings, and is thus used by the user to configure event management apparatus 222. A listing or graph of previously configured/logged alerts is also displayed. This passage does not discuss templates, much less client and server based templates, much less the client ensuring that the server template’s objects and the client’s templates which have the same name shall contain identical object data. Merely creating, updating and viewing mappings (where “mapping” associates a particular kind of event or alert to a particular kind of response, e.g., fax, email, etc.) does not disclose or suggest “ensuring that any pre-existing said server database template objects and any of said plurality of template objects which are identically-named contain identical object data” as recited in claim 1. Consider the last cited passage:

“The event management software reads the previously registered service provider record in block 518. This record includes the configuration software and the execution software corresponding to the selected service provider. In addition, an opaque object template is retrieved for the selected service provider. In block 520, the configuration software provided by the service provider is executed to build the opaque object from the opaque object template. The configuration software fills in particular information in portions of the opaque object. For example, the opaque object may be a facsimile transmittal form. The configuration software would, in this case, include logic for requesting the user to enter a facsimile telephone number or other facsimile information. It will be apparent to those of ordinary skill in the art that many other types of

opaque objects may equivalently be used. Once the opaque object is built in block 520, a mapping is created for the alert or event and the selected service provider. This mapping includes an association between the alert or event, the selected service provider, and the newly built opaque object. Once this mapping is created in block 522, the mapping is stored in database 228 as shown in Fig. 4. Event management configuration logic then terminates at the exit bubble shown in FIG 5". (column 6, lines 26-53)

Although this passage uses the term "template" it has little, if anything, to do with Applicants' template. Cook defines template: "The template is an object with the same structure as the opaque object except the data portions of the template are not completely filled in yet." (column 8, lines 22-24). In other words, the configuration software builds the opaque object from the template by filling-in particular information in portions of the template, like a facsimile telephone number being entered into a facsimile transmittal form having blanks. Then, after the opaque object is completed, a mapping is created for the alert/event to the selected service provider (fax, email, etc.) Thus, this passage again describes the basic purpose of Cook, which is to provide a mapping to one of several responsive service providers. This discussion in no way discloses or suggests: "ensuring that any pre-existing said server database template objects and any of said plurality of template objects which are identically-named contain identical object data" as recited in claim 1. Cook does not discuss anything about the subject of resolving conflicts between templates because it does not distribute its template and therefore, as noted, *the problem being solved by Applicants does not even exist in Cook.*

In view of the above, it is clear that the above three cited passages in Cook do not disclose or suggest at least the above-quoted passage of claim 1 which is also not to be found or suggested anywhere in Cook. Referring to MPEP § 2131, Eighth Edition

Incorporating Revision No. 1, "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." quoting *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). Accordingly, claim 1 is not anticipated by Cook since at least this claim element is not expressly or inherently described in Cook. And, its dependent claims 2-4 are therefore also not anticipated by Cook, at least by reason of their direct or indirect dependency from claim 1. The other independent claims in this grouping, claims 5, 25, and 29, all incorporate the same language as that of claim 1 and therefore they also are not anticipated by Cook. Accordingly, their respective dependent claims, namely, 6-8, 26-28, and 30-32 are also not anticipated by Cook, at least by reason of their direct or indirect dependency. Although there are other differences from Cook recited in each of these independent claims, discussion of those other differences is moot in view of the difference detailed hereinabove.

**CLAIMS 9 and 33:**

The Examiner rejects independent claims 9 and 33 as a group under 35

U.S.C.102(e). Claim 9 recites, *inter-alia*:

"purging ambiguities including resolving conflict between said client template object and any pre-existing said server-location template objects."

Against this particular claim language the Examiner cites the same three passages in Cook considered above, namely: column 3, lines 60-67, column 4, lines 20-30, and column 6, lines 26-53. For reasons provided above, it is clear that any or all of these three passages in Cook do not disclose or suggest at least the above-quoted passage in claim 9 which is also not to be found or suggested anywhere in Cook. Accordingly,



claim 9 is not anticipated by Cook since at least this claim element is not expressly or inherently described in Cook. And, its dependent claims 10-14 are therefore also not anticipated by Cook, at least by reason of their direct or indirect dependency from claim 9. The other independent claim in this grouping, claim 33, incorporates the same language as that of claim 9 and therefore it also is not anticipated by Cook. Accordingly, its respective dependent claims, namely, 34-38 are also not anticipated by Cook, at least by reason of their direct or indirect dependency. Although there are other differences from Cook recited in each of these independent claims, discussion of those other differences is moot in view of the difference detailed hereinabove.

**CLAIMS 15 and 39:**

The Examiner rejects independent claims 15 and 39 as a group under 35

U.S.C.102(e). Claim 15 recites, *inter-alia*:

“under conditions of said first client being operatively coupled to at least one of said second plurality of servers having at least one of said templates of said second plurality of servers in conflict with other of said templates associated with said first client, said first client updating said at least one of said templates of said second plurality of servers to provide an updated template that conforms to said other of said templates”.

This claim covers the situation where there is an interaction or cross-network coupling across two networks, and where template conflict resolution is needed. Against this particular claim language the Examiner cites the same three passages in Cook considered above, namely: column 3, lines 60-67, column 4, lines 20-30, and column 6, lines 26-53. For reasons provided above, it is clear that any or all of these three passages in Cook do not disclose or suggest at least the above-quoted passage in claim 15 which is also not to be found anywhere in Cook. Accordingly, claim 15 is not anticipated by Cook since at

least this claim element is not expressly or inherently described in Cook. And, its dependent claim 16 is therefore also not anticipated by Cook, at least by reason of its direct or indirect dependency from claim 15. The other independent claim in this grouping, claim 39, incorporates the same language as that of claim 15 and therefore it also is not anticipated by Cook. Accordingly, its respective dependent claim, namely, claim 40 is also not anticipated by Cook, at least by reason of its direct or indirect dependency. Although there are other differences from Cook recited in each of these independent claims, discussion of those other differences is moot in view of the difference detailed hereinabove.

**CLAIM 17 and 41:**

The Examiner rejects independent claims 17 and 41 as a group under 35

U.S.C.102(e). Claim 17 recites, *inter-alia*:

means for resolving name/content conflicts between said templates and any other templates previously deployed and dispersed throughout said network.

Against this particular claim language the Examiner cites the same three passages in Cook considered above, namely: column 3, lines 60-67, column 4, lines 20-30, and column 6, lines 26-53. For reasons provided above, it is clear that any or all of these three passages in Cook do not disclose or suggest at least the above-quoted passage in claim 17 which is also not to be found anywhere in Cook. Accordingly, claim 17 is not anticipated by Cook since at least this claim element is not expressly or inherently described in Cook. And, its dependent claims 18-24 are therefore also not anticipated by Cook, at least by reason of their direct or indirect dependency from claim 17. The other independent claim in this grouping, claim 41, incorporates the same language as that of

claim 17 and therefore it also is not anticipated by Cook. Accordingly, its respective dependent claims, namely, claims 42-48 are also not anticipated by Cook, at least by reason of their direct or indirect dependency. Although there are other differences from Cook recited in each of these independent claims, discussion of those other differences is moot in view of the difference detailed hereinabove.

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### CONCLUSION

In view of the above arguments, the rejection of claims 1-48 under 35 U.S.C §§ 102(b) or 102(e) should be withdrawn. To the extent that the above-discussed, or other, Office Action citations of Cook were applied against particular independent and dependent claim elements but not expressly rebutted herein, it is to be understood that Applicants do not acquiesce thereto. Rather, Applicants believe that responses to application of such citations are moot in view of the foregoing arguments and provisions of MPEP § 2131 denying anticipation of a claim upon the showing that one element of that claim isn't taught in the reference. That showing has clearly been made herein with respect to all of the claims. Claims 1-48 are therefore deemed allowable over the cited reference.

The prior art of record has been reviewed. Applicants agree with the Examiner's decision to not rely upon any of it in rejection of Applicants' claims since each prior art reference does not disclose or suggest subject matter of any of Applicants' claims. Reconsideration and allowance of claims 1-48 are therefore respectfully requested.

To the extent that an extension of time may be needed in order to enter this amendment in this case, please consider this response as including a petition under 37 C.F.R. § 1.136 for such extension of time. Please charge any fee for such petition or any other fee or cost that may be incurred by way of this amendment to Patent Office deposit account number 05-0889. If the Examiner feels that a telephone conversation may serve to advance the prosecution of this application, she is invited to telephone Applicants' undersigned representative at the telephone number provided below.

Respectfully submitted,



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